

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Bridge Painting in the towns of Chester-Lincoln and Greenbush" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 28, 2004, and at that time and place publicly opened and read. MDOT provides the option of electronic bidding. We accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

All Contractors and Subcontractors shall be SSPC-QPI and QP2 Certified. Bidders shall submit proof of this certification for themselves and all subcontractors who will be painting prior to award of the contract.

Description: Maine Federal Aid Project No. BH-1103(900)X PIN 11039.00 and BH-A104(000)X PIN 11040.00

Location: In Penobscot County, project BH- 1103(900)X is located at the Penobscot River Bridge over the Penobscot River on the North Chester Road at the Chester-Lincoln town line. Project No. BH- A104(000)X is located at the New Olamon Bridge over Olamon Stream on Route US 2 approximately 1.04 miles easterly of Military Road

Outline of Work: Surface Preparation and field painting existing structural steel and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to (207)624-3491. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in Division 3 Bangor. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. mail). Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

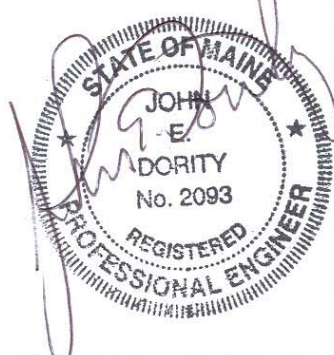
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$50,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
April 7, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 011039.00

PROJECTS

BH-1103(900)X

BH-A104(000)X

COUNTY : PENOBSCOT

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

SCHEDULE OF ITEMS

DATE: 040325

REVISED:

CONTRACT ID: 011039.00

PROJECT(S): BH-1103(900)X

BH-A104(000)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 BRIDGE ITEMS

0010	506.144 FIELD PAINTING NEW AND EXISTING STRUCTURAL STEEL	LUMP	LUMP			
0020	506.17 SURFACE PREPARATION OF EXISTING STRUCTURAL STEEL	LUMP	LUMP			
0030	506.18 CONTAINMENT AND POLLUTION CONTROL	LUMP	LUMP			
0040	506.191 DISPOSAL OF SPECIAL WASTE OR HAZARDOUS WASTE MATERIAL	LUMP	LUMP			
0050	639.19 FIELD OFFICE TYPE B	1.000 EA				
0060	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0070	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0080	659.10 MOBILIZATION	LUMP	LUMP			
0090	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN Nos. **11039.00 and 11040.00**

, for the **Bridge Painting Projects** in the towns of **Chester - Lincoln and Greenbush**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN NOS. 11039.00 and 11040.00 CHESTER LINCOLN and GREENBUSH,
BRIDGE PAINTING.**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN Nos. **11039.00 and 11040.00**

, for the **Bridge Painting Projects** in the towns of **Chester - Lincoln and Greenbush**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN NOS. 11039.00 and 11040.00 CHESTER LINCOLN and GREENBUSH,
BRIDGE PAINTING.**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)

Witness (Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20....

WITNESSES:

Signature.....

Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly

SURETY:

.....

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....

.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 ..

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



CHESTER-LINCOLN
PENOBSCOT COUNTY
PENOBSCOT RIVER BRIDGE
OVER
PENOBSCOT RIVER
PROJECT # AC-BH-1103(900)X

PROJECT LENGTH 0.115 mile
BRIDGE PAINTING
BRIDGE NO. 3790

Michael H. Wight
SIGNATURE

8089
P.E. NUMBER

2/25/2004
DATE



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED

DATE

[Signature]
COMMISSIONER:

3/2/04

[Signature]
CHIEF ENGINEER:

03/01/04

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

CHESTER-LINCOLN
PENOBSCOT

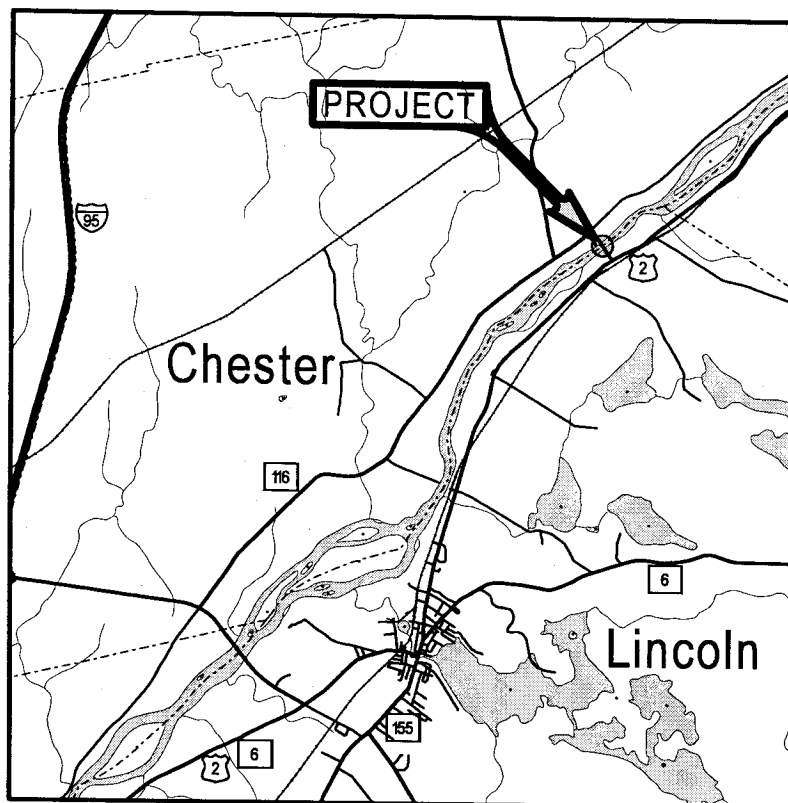
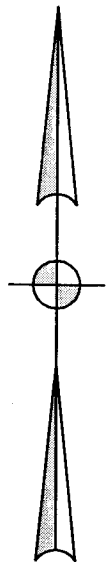
SHEET NUMBER

1

011039.00

TITLE SHEET

OF 5



LOCATION MAP



Scale in Miles

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

CHESTER-LINCOLN
PENOBSCOT

SHEET NUMBER

2

011039.00

LOCATION MAP

OF 5

MAINTENANCE OF TRAFFIC

Maintain one 10' wide lane of alternating two - way traffic using temporary traffic signals.

SCOPE OF WORK

The Bridge is composed of three spans. The three spans are to be painted.

100% removal of existing paint system. Approximate quantity of steel to be painted is 860,000 lbs.

TRAFFIC DATA

Current (2003) AADT	620
Future (2023) AADT	870
DHV - % of AADT	12
Design Hour Volume	104
% Heavy Trucks (AADT)	8
% Heavy Trucks (DHV)	6
Directional Distribution (DHV)	60
18 kip Equivalent P 2.0	78
18 kip Equivalent P 2.5	75

UTILITIES

Bangor Hydro-Electric Company
Verizon

NOTES

Plans of the existing bridge are available for the Contractor's reference at the Bridge Program office in Augusta.
The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

011039.00

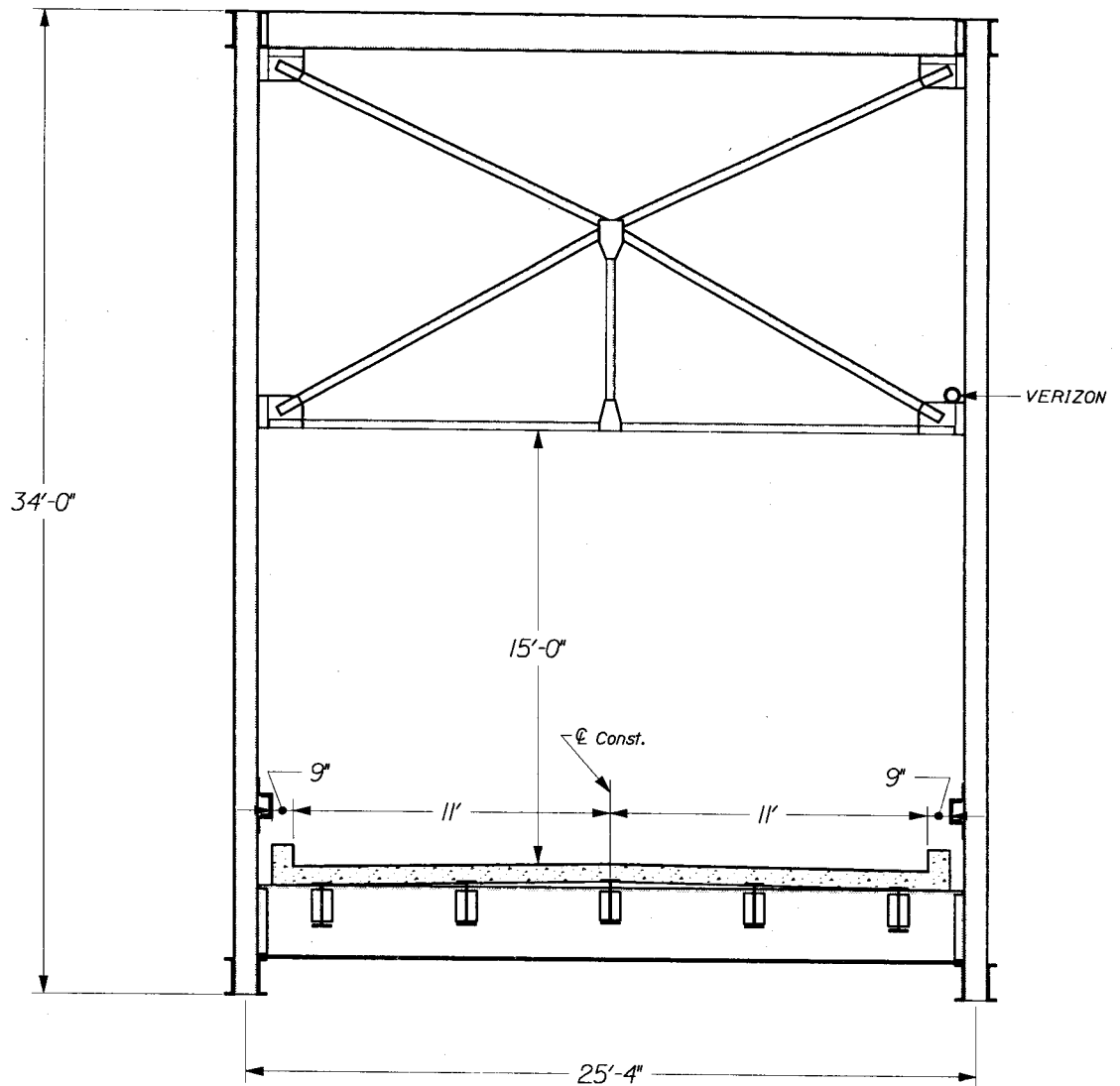
CHESTER-LINCOLN
PENOBSCOT

NOTES

SHEET NUMBER

3

OF 5



EXISTING BRIDGE SECTION

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

CHESTER-LINCOLN
PENOBSCOT

SHEET NUMBER

4

011039.00

PLANS

CF 5

ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
506.144	FIELD PAINTING OF EXISTING AND NEW STRUCTURAL STEEL	860,000	LS
506.17	SURFACE PREP OF EXISTING STRUCTURAL STEEL	860,000	LS
506.18	CONTAINMENT AND POLLUTION CONTROL	860,000	LS
506.191	DISPOSAL OF SPECIAL WASTE MATERIAL	860,000	LS
639.19	FIELD OFFICE TYPE B	0.9	EA
659.10	MOBILIZATION	0.9	LS
652.39	WORK ZONE TRAFFIC CONTROL	0.9	LS
656.75	TEMP. SOIL EROS. AND WATER POLL. CONTROL	0.9	LS
660.21	ON-THE-JOB TRAINING (BID)	1000	HR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

CHESTER-LINCOLN
PENOBSCOT

SHEET NUMBER

5

11039.00

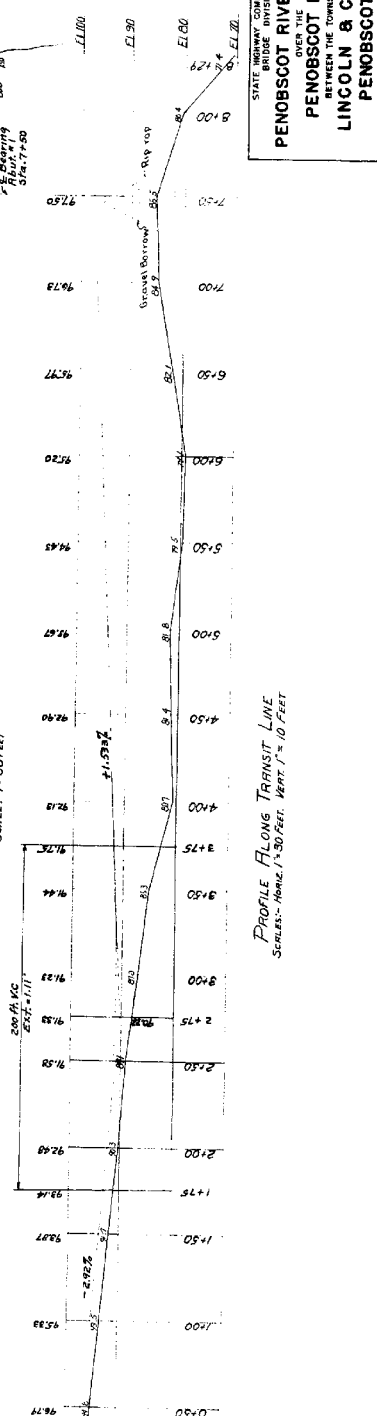
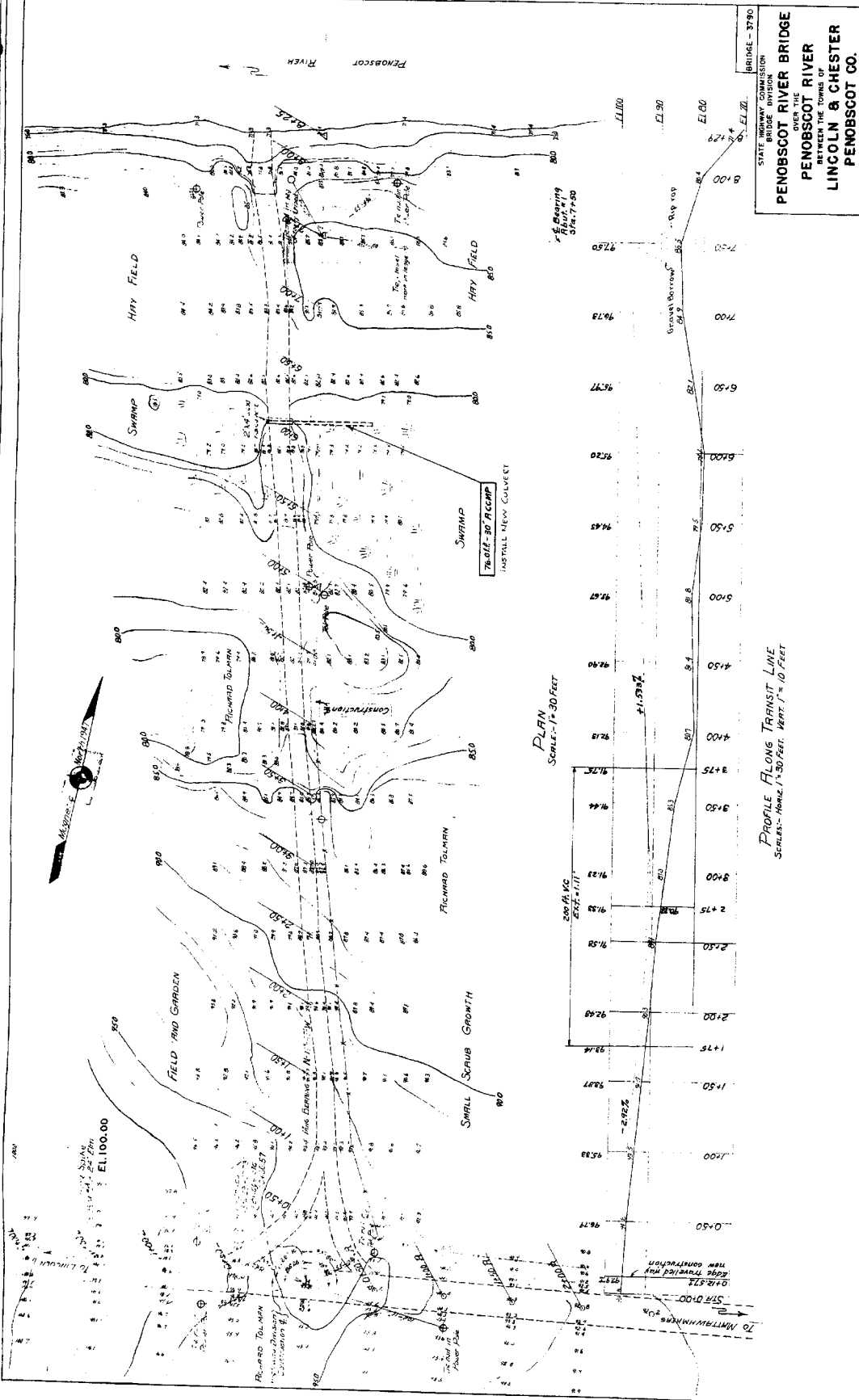
ESTIMATE SHEET

OF 5

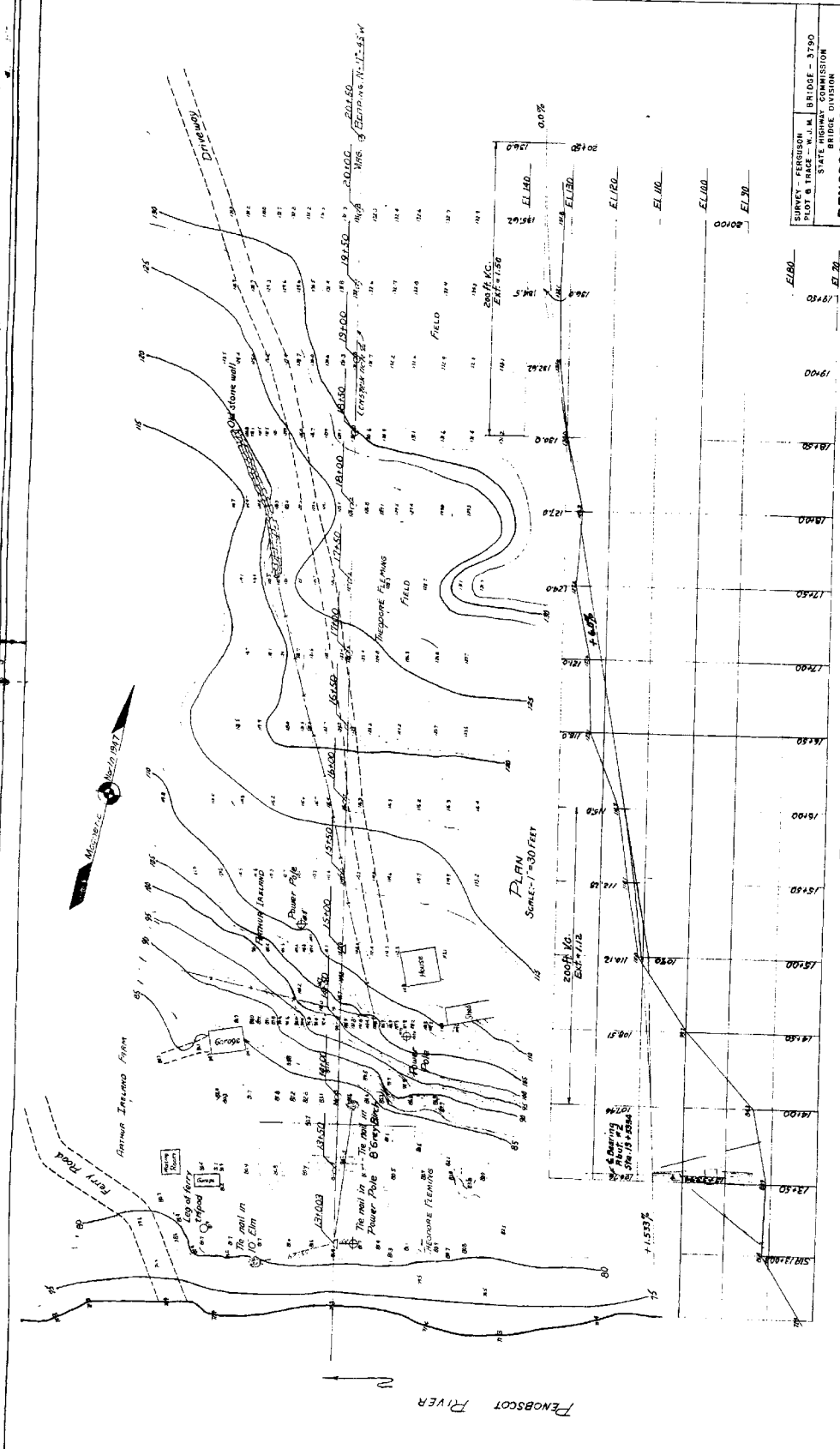
**Chester/Lincoln
Penobscot River Bridge # 3790
PIN 011039.00**

The following sheets are half size plans of the existing bridge showing the plan, profile and superstructure plans. These plans are included to assist the Contractor in developing a bid. These plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.

The Contractor can obtain a complete set of existing bridge plans at the Bridge Program office in Augusta, Maine.



STATE HIGHWAY COMMISSION
BRIDGE DIVISION
BRIDGE - 3790
PENOBSCOT RIVER BRIDGE
OVER THE
PENOBSCOT RIVER
BETWEEN THE TOWNS OF
LINCOLN & CHESTER
PENOBSCOT CO.
SURVEY
SHEET 1 OF 13
JAN. 1944



SURVEY - FERGUSON
 LOT 8 TRACT - W.M.
 STATE ENGINEERING
 BRIDGE DIVISION

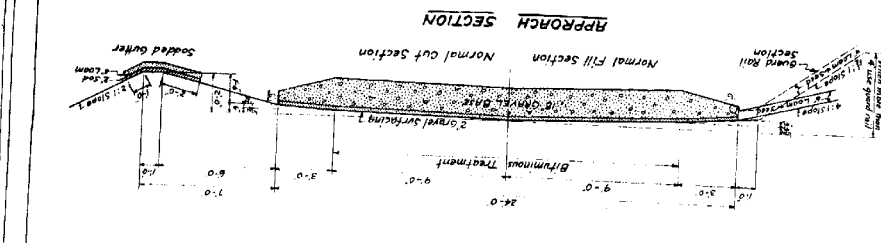
PENOBSCOT RIVER BRIDGE
 OVER THE
PENOBSCOT RIVER
 BETWEEN THE TOWNS OF
LINCOLN & CHESTER
PENOBSCOT CO.

SURVEY
 SHEET 3 OF 13
 JAN. 1949

PROFILE ALONG TRANSIT LINE
 SCALE - HORIZ. 1"=30 FEET. VERT. 1"=10 FEET

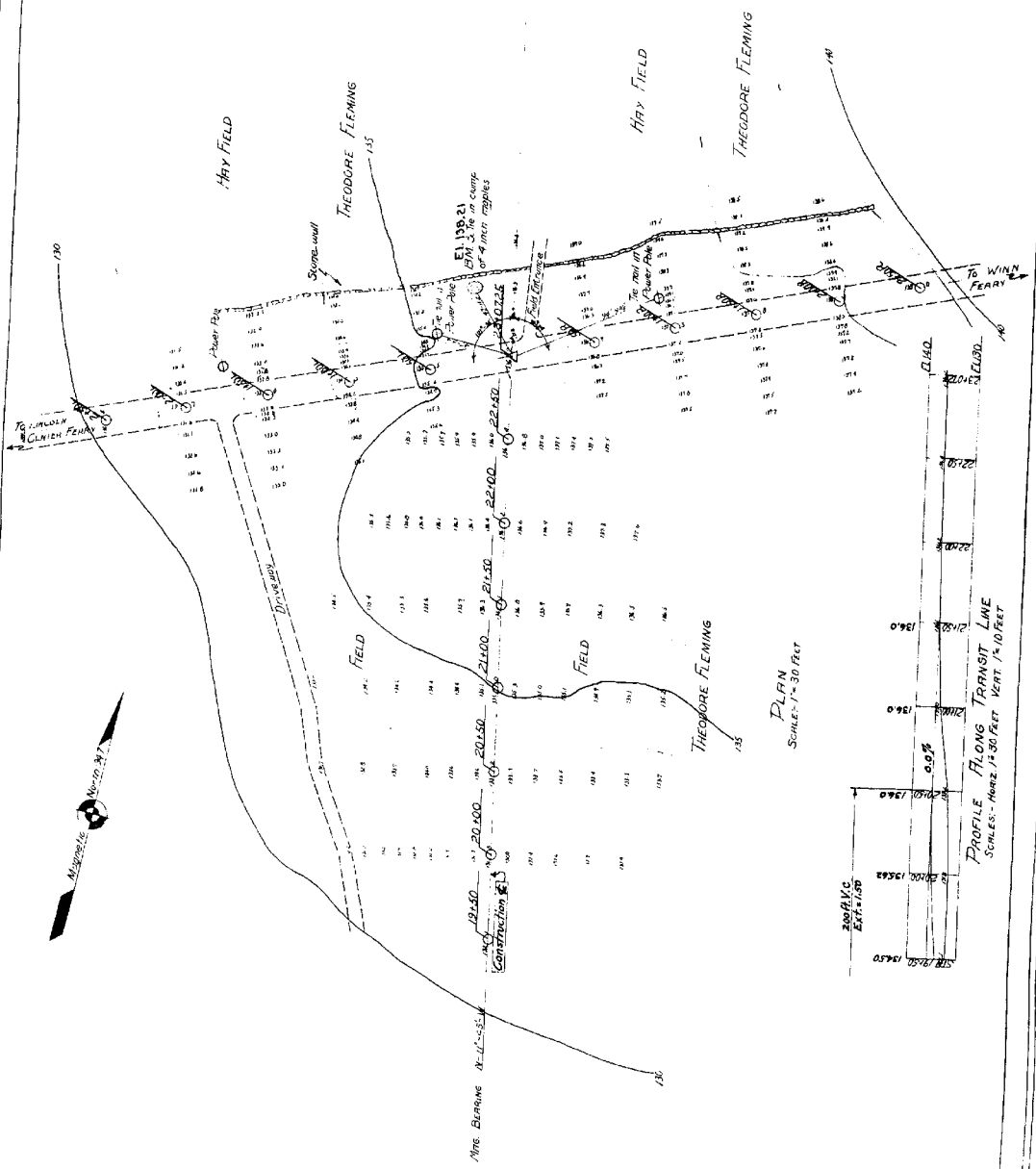
49-39

5 INCHES

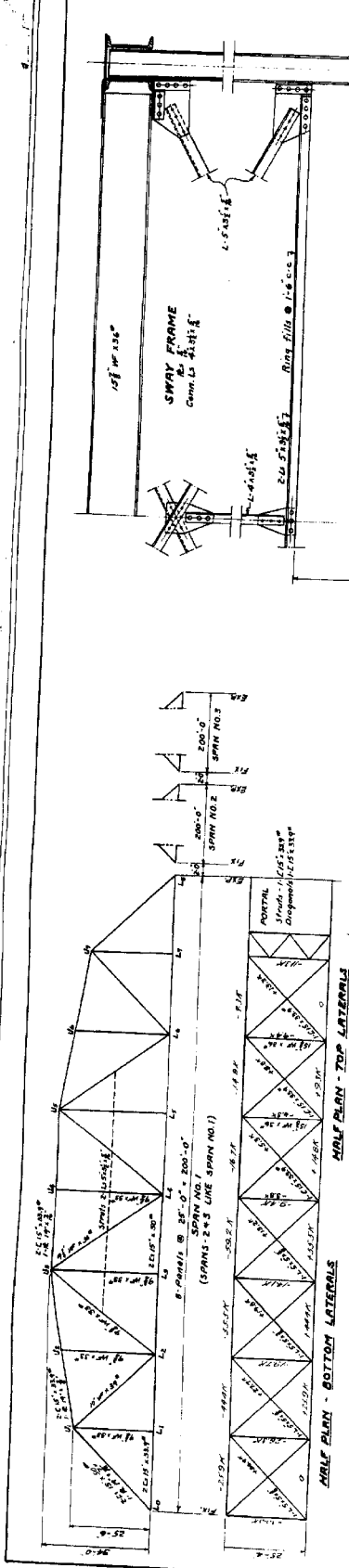


PENOBSCOT RIVER BRIDGE
OVER THE
PENOBSCOT RIVER
BETWEEN THE TOWNS OF
LINCOLN & CHESTER
PENOBSCOT CO.

BRIDGE - 3790
STATE HIGHWAY COMMISSION
BRIDGE DIVISION
SURVEY - PRECISION
PLOT & TRANSMISSION
SHEET 4 OF 13 AUGUST 1, 1940



19-40



Member	Size in ft	Design Section
U ₁ L ₁	10" x 10"	DESIGN SECTION
U ₂ L ₂	10" x 10"	DESIGN SECTION
U ₃ L ₃	10" x 10"	DESIGN SECTION
U ₄ L ₄	10" x 10"	DESIGN SECTION
U ₅ L ₅	10" x 10"	DESIGN SECTION
U ₆ L ₆	10" x 10"	DESIGN SECTION
U ₇ L ₇	10" x 10"	DESIGN SECTION
U ₈ L ₈	10" x 10"	DESIGN SECTION
U ₉ L ₉	10" x 10"	DESIGN SECTION
U ₁₀ L ₁₀	10" x 10"	DESIGN SECTION
U ₁₁ L ₁₁	10" x 10"	DESIGN SECTION
U ₁₂ L ₁₂	10" x 10"	DESIGN SECTION
U ₁₃ L ₁₃	10" x 10"	DESIGN SECTION
U ₁₄ L ₁₄	10" x 10"	DESIGN SECTION
U ₁₅ L ₁₅	10" x 10"	DESIGN SECTION
U ₁₆ L ₁₆	10" x 10"	DESIGN SECTION
U ₁₇ L ₁₇	10" x 10"	DESIGN SECTION
U ₁₈ L ₁₈	10" x 10"	DESIGN SECTION
U ₁₉ L ₁₉	10" x 10"	DESIGN SECTION
U ₂₀ L ₂₀	10" x 10"	DESIGN SECTION

*Direct load due to wind - 118 kips
Bending moment due to wind - 1,090,000 in-lb
Length of bottom rail dead load.

LOADING H-15-44
State Highway Commission
Bridge Division
Small Highway Bridges - 1945
Small bridges noted "Notes for field
construction" shall be sub-punched and ream openings
shall be sub-punched and ream openings
shall be sub-punched and ream openings
shall be sub-punched and ream openings

BRIDGE - 3730
STATE HIGHWAY COMMISSION
BRIDGE DIVISION
PENOBSCOT RIVER BRIDGE
OVER THE
PENOBSCOT RIVER
LINCOLN & CHESTER
PENOBSCOT CO.
STRUCTURAL STEEL DETAILS
SHEET 49-46 AUGUSTA, MAINE APRIL 1944

TYPICAL TRANSVERSE SECTION
25'-0" c-c trusses
5'-0" c-c trusses
12'-0" c-c trusses

END FLOOR BEAM
SECT. B-B
SECT. A-A

TRUSS DIAGONAL
HANGER
RAIL DETAILS

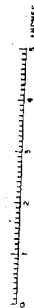
END POST
Notes for wire cable guard rail
in abutments only.

RAIL DETAILS
Rail to be fastened with 1/2" bolts. Notes in rail bar for 1/2" bolts.
To be furnished with 1/2" bolts for erection of posts and rail to be furnished as structural steel.

END FLOOR BEAM
SECT. B-B
SECT. A-A

TRUSS DIAGONAL
HANGER
RAIL DETAILS





DESIGN - TURNER TRACE WELCH
DETAIL - " "

BRIDGE - 3790

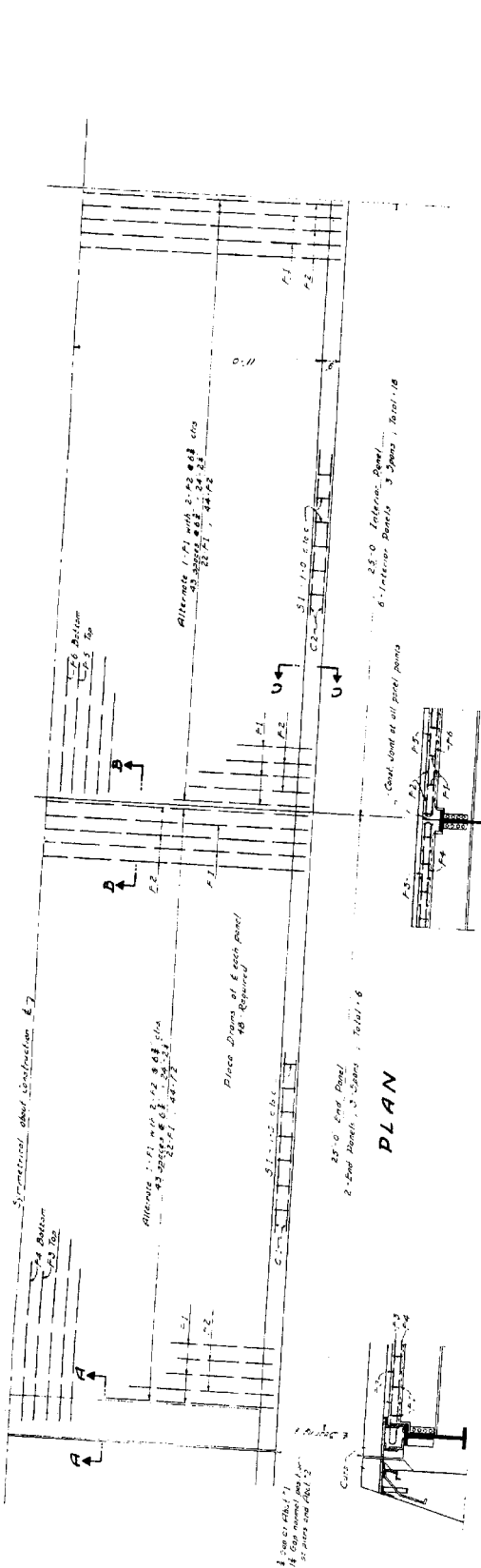
STATE HIGHWAY COMMISSION
BRIDGE DIVISION

PENOBSCOT RIVER BRIDGE
OVER THE
PENOBSCOT RIVER
BETWEEN THE TOWNS OF
LINCOLN & CHESTER
PENOBSCOT CO.

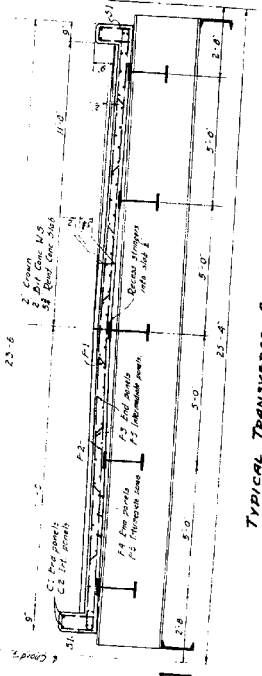
STRUCTURAL STEEL DETAILS

SHEET 11 OF 18 AUGUST 1938





ABUT. #1 DETAIL
SECTION A-A



TYPICAL TRANSVERSE SECTION

SECTION B-B

SECTION C-C

SECTION E-E

DETAIL AT RAIL POSTS

SECTION D-D

SECT. THROUGH CURB
AT DRAIN

DRAIN FORM DETAILS
24 gage galvanized iron
46 Required

FLOOR SLAB & CURB DETAILS

DESIGNER	WELCH	INCHES	1/8"	BRIDGE	3790
STATE	MAINE	DIVISION			
PENOBSCOT RIVER BRIDGE					
PENOBSCOT RIVER					
LINCOLN & CHESTER					
PENOBSCOT CO.					
FLOOR SLAB & CURB DETAILS					
SHEET 23 OF 25 AUGUST, 1911 APRIL 1912					




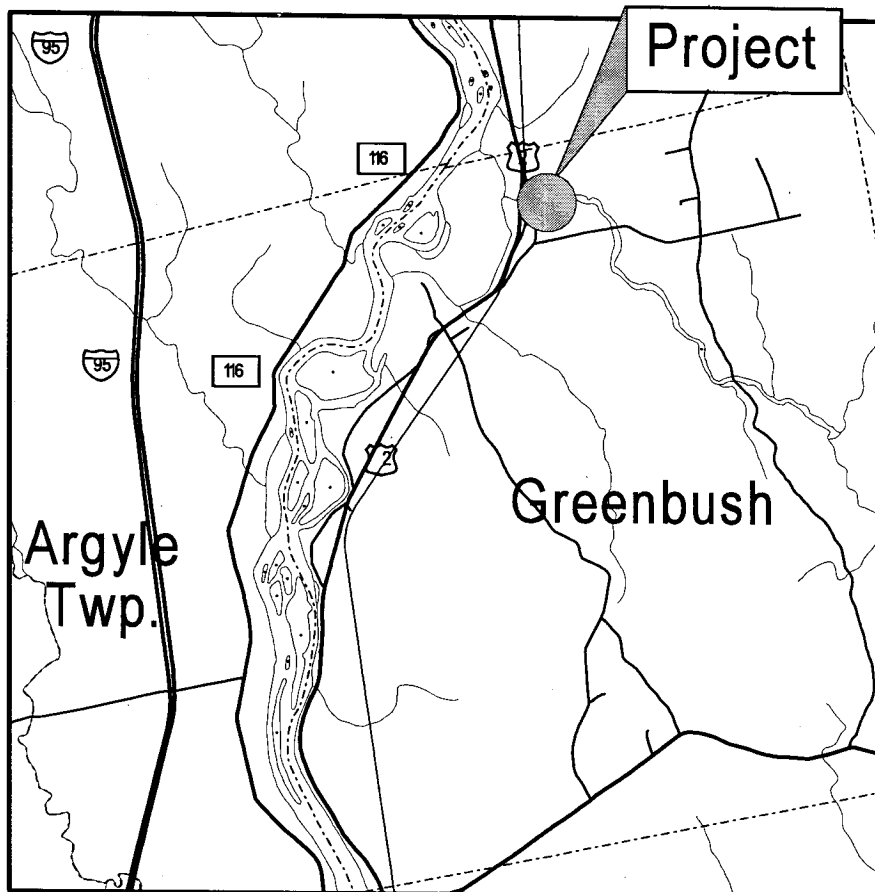
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



GREENBUSH
PENOBSCOT COUNTY
NEW OLAMON BRIDGE
OVER
OLAMON STREAM
PROJECT # AC-BH-A104(000)X

PROJECT LENGTH 0.027 mile
BRIDGE PAINTING
BRIDGE NO. 3727

<i>Michael H. Wight</i> SIGNATURE		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
<i>8089</i> P.E. NUMBER		APPROVED	DATE
<i>2/25/2004</i> DATE		<i>[Signature]</i> COMMISSIONER:	<i>3/2/04</i>
		<i>John E. Daulton</i> CHIEF ENGINEER:	<i>03/01/04</i>
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	GREENBUSH PENOBSCOT		SHEET NUMBER
011040.00	TITLE SHEET		<i>1</i> OF 5



LOCATION MAP



Scale in Miles

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

NEW OLAMON GREENBUSH
PENOBSCOT

SHEET NUMBER

2

011040.00

LOCATION MAP

OF 5

MAINTENANCE OF TRAFFIC

Maintain one 12' wide lane of alternating two - way traffic using temporary traffic signals.

SCOPE OF WORK

The bridge is composed of two spans. Two spans are to be painted.
100% removal of existing paint system. Approximate quantity of steel to be painted 84,000 lbs.

TRAFFIC DATA

Current (2003) AADT	1960
Future (2023) AADT	2740
DHV - % of AADT	9
Design Hour Volume	247
% Heavy Trucks (AADT)	19
% Heavy Trucks (DHV)	15
Directional Distribution (DHV)	57
18 kip Equivalent P 2.0	509
18 kip Equivalent P 2.5	485

UTILITIES

Bangor Hydro-Electric Company
Verizon

NOTES

Plans of the existing bridge are available for the Contractor's reference at the Bridge Program office in Augusta. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

NEW OLAMON GREENBUSH
PENOBSCOT

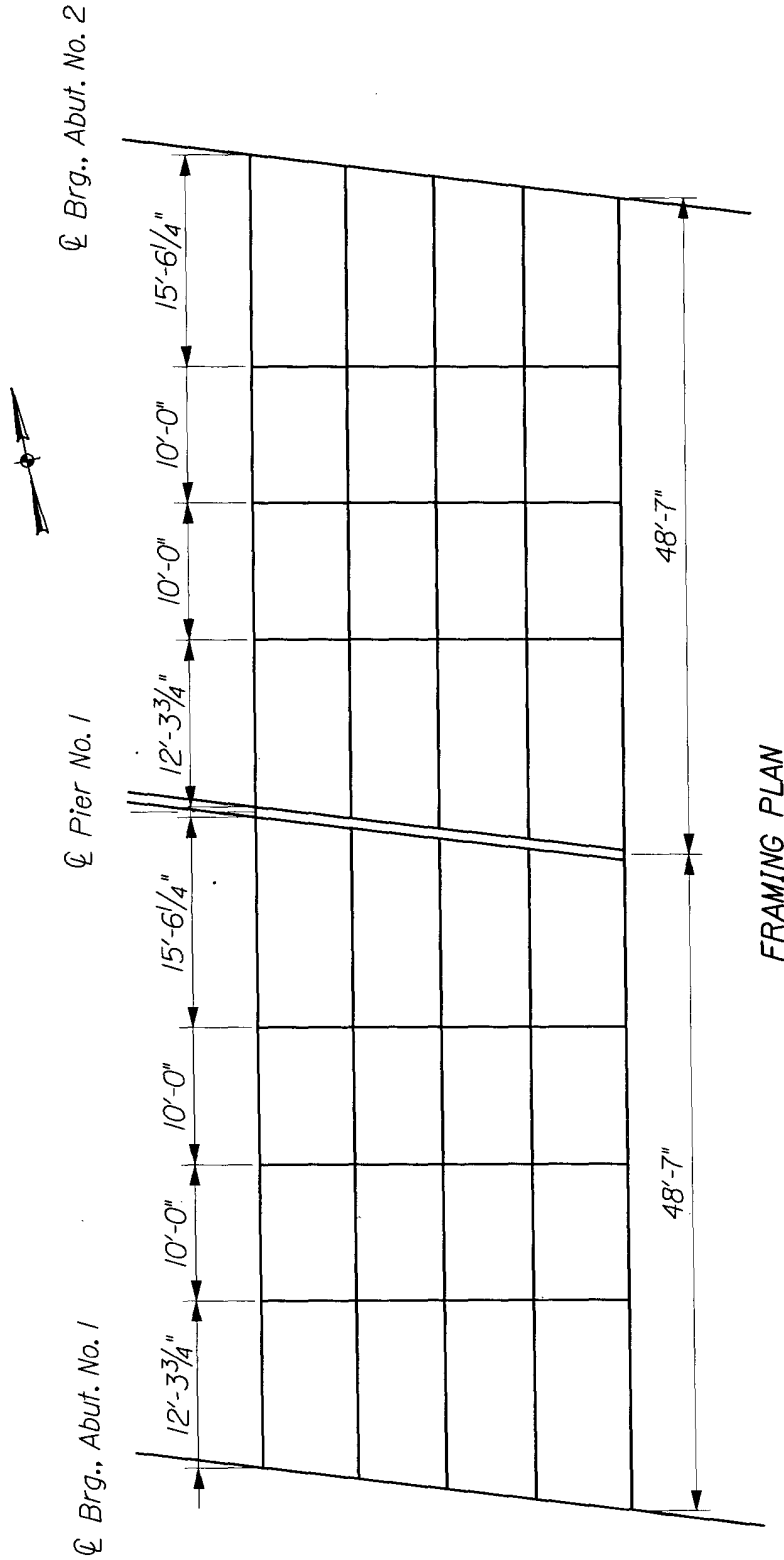
SHEET NUMBER

3

011040.00

NOTES

OF 5



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

NEW OLAMON GREENBUSH
PENOBSCOT

SHEET NUMBER

4

011040.00

PLANS

OF 5

ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
506.144	FIELD PAINTING OF EXISTING AND NEW STRUCTURAL STEEL	84000	LS
506.17	SURFACE PREP OF EXISTING STRUCTURAL STEEL	84000	LS
506.18	CONTAINMENT AND POLLUTION CONTROL	84000	LS
506.191	DISPOSAL OF SPECIAL WASTE MATERIAL	84000	LS
639.19	FIELD OFFICE TYPE B	0.1	EA
659.10	MOBILIZATION	0.1	LS
652.39	WORK ZONE TRAFFIC CONTROL	0.1	LS
656.75	TEMP. SOIL EROS. AND WATER POLL. CONTROL	0.1	LS

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

GREENBUSH
PENOBSCOT

SHEET NUMBER

5

11040.00

ESTIMATE SHEET

OF 5

General Decision Number ME030010 06/13/2003 ME10

Superseded General Decision No. ME020010

State: Maine

Construction Type:
HIGHWAY

County(ies):
PENOBSCOT

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging
(for example: bascule, suspension and spandrel arch bridges;
those bridging waters presently navigating or to be navigable;
and those involving marine construction in any degree); tunnels,
building structures in rest area projects and railroad
construction.

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
PENOBSCOT

ENGI0004M 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Grader	16.51	6.00
Paver	16.51	6.00
Roller	16.51	6.00

SUME4026A 10/24/2000

	Rates	Fringes
CARPENTER		
Including Form Work	11.19	1.72
CEMENT MASON/FINISHERS	9.13	
IRONWORKERS		
Stuctural	17.50	1.70
LABORERS		
Landscape	7.84	
Rakers	10.18	2.14
Unskilled	8.73	1.71
POWER EQUIPMENT OPERATORS		
Backhoes	11.81	1.88
Bulldozers	13.12	2.72
Cranes	15.25	1.70
Excavators	11.69	2.40
Loaders	12.21	3.19
TRUCK DRIVERS		
Dump	9.27	
Two Axle	9.12	1.63
Tri Axle	10.63	2.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the

requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

□

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.6.2 Contractor Provided Services

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

SPECIAL PROVISION SECTION 106
QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

SPECIAL PROVISION SECTION 107
TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604 MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 615 LOAM

615.02 Materials Make the following change:

Organic Content

Percent by Volume

Humus

“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SPECIAL PROVISION SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SPECIAL PROVISION SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656

and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703 AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have..." and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the forth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.22 Underdrain Backfill Material Change the first paragraph from "...for Underdrain Type B..." to "...for Underdrain Type B and C..."

SPECIAL PROVISION SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SPECIAL PROVISION SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a

weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Attached to Bridge
Bangor Hydro Electric	X	
Verizon		X

Bangor Hydro Electric contact person is Bruce Smith at 973-2507 bsmith@bhe.com

Verizon contact person is Ernie Mayo at 990-5243 ernest.m.mayo@verizon.com

Utility Specific Issues:

**** Special Note to Contractor ****

The contractor shall protect the Verizons aerial cable attached to the bridge.

Verizon will replace existing brackets for cable before construction begins.

Bangor Hydro Electric has aerial lines on the north side of the bridge. They are outside of the required OSHA distance; however, it is possible to discontinue power to the lines during construction for added safety. This option will be discussed at the preconstruction meeting.

Temporary utility adjustments are not anticipated.

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

Town: **Chester**
Project: **AC-BH-1103(900)X, 11039.00**
Date: **March 5, 2004**

DIG SAFE

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL PROVISIONS

SECTION 104

Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Attached to Bridge
Verizon		X

Verizon contact person is Ernie Mayo at 990-5243 ernest.m.mayo@verizon.com

Utility Specific Issues:

**** Special Note to Contractor****

Verizon shall remove abandoned toll cable attached to the bridge in March of 2004 before construction begins

Temporary utility adjustments are not anticipated.

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

DIG SAFE

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

Greenbush
PIN 010040.00
March 18, 2004

SPECIAL PROVISION
SECTION 107
PROSECUTION OF WORK
(Limitation of Operations)

All physical work on the Greenbush, New Olamon Bridge #3727, PIN 010040.00 shall be completed by July 15, 2004.

Chester-Lincoln, PIN 011039.00
Greenbush, PIN 011040.00
02/02/2004

SPECIAL PROVISION
SECTION 107
SUPPLEMENTAL LIQUIDATED DAMAGES

Supplemental liquidated damages will be assessed the contractor at the rate of one thousand dollars (\$1,000.00) per day for each day that the bridge remains incomplete beyond contract completion time.

The assessment of liquidated damaged will be in addition to the liquidated damages specified in section 107 of the Department of Transportation Standard Specification.

Chester-Lincoln, PIN 011039.00
Greenbush, PIN 011040.00
03/8/2004

SPECIAL PROVISION
SECTION 107
CONTRACT TIME

The specified contract completion date is November 15, 2004

SPECIAL PROVISION
SECTION 506
Lead Abatement and Coating Application

506.01 Description. This specification covers the field cleaning and painting of all existing structural steel. The work shall consist of furnishing all supervisory personnel, including competent person(s), labor, tools, equipment, containment, scaffolding, protection of public and private property, Quality Control Inspections, materials, and incidentals necessary for satisfactory completion of the work. The areas to be cleaned and painted are as designated on the plans and below:

All existing structural steel require the complete removal of existing coatings which may contain lead, (Basic Lead Silico Chromate-BLSC), rust, and mill scale by cleaning in accordance with SSPC-SP10, and the application of a three coat paint system, chosen from the most recent North East Protective Coating (NEPCOAT) System A-InOrganic, Approved List.

Chester-Lincoln, PIN 011039.00: The utility line located overhead in the truss shall be protected during painting in accordance with the Section 104 Special Provision. The Contractor shall paint the guardrail connection plate located at all four corners of the bridge. The Contractor is responsible for removal and reinstallation of the guardrail that attaches to the bridge and payment for this work is considered incidental to item 506.144.

In reference to surface preparation, cleanliness, coating application, containment measures and waste management, the Contractor shall have the **latest** copies of the following references on site at all times:

1. Steel Structures Painting Councils Steel Structures Painting Manual, Volumes 1 and 2 (Good Painting Practice and Systems and Specifications).
2. SSPC Vis 1, Visual Standard for Abrasive Blast Cleaned Steel
3. SSPC Guide 6-Guide for Containing Debris Generated During Paint Removal.
4. Steel Structures Painting Council Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.
5. Maine Department of Environmental Protection's "Hazardous Waste Management Rules".
6. Department of Environmental Protection- Handbook for Hazardous Waste Generators

506.02 Materials.

The applicator shall supply the Resident with the applicable product data sheets and material safety data sheets (MSDS) before any coating work is performed. The product data sheets shall state the manufacturer's recommended requirements for; mixing, thinning, environmental conditions, spray nozzles and pressures, procedures for coating bolts, nuts, washers, etc., and the application of the coating system. The contractor shall also obtain from the manufacturer, in writing, for the Departments approval, acceptable coating materials for touch up and procedures for touch up, if the touch up coating recommended by the manufacturer is different from the coating specified. If the coating manufacturer should require a touch-up coating that is different from the coating material chosen by the contractor, it will be supplied at no additional cost to the Department. **The manufacturer's printed product data sheets at the time of bid shall be those used during the duration of the project. New printed product data sheets may be substituted with the Department's approval.** The Applicator shall obtain in writing from the coating manufacturer, and provide to the Resident, a chart or table listing minimum and maximum recoat times for the primer and intermediate coat over the expected range of temperatures, relative humidity, and range of acceptable primer thickness.

The Department may require a Paint sample from the Contractor. This sampling will be witnessed by the Department's Quality Assurance personnel. If necessary, the sample will be sent to an independent lab to be "fingerprinted" to check the formulation compared to that on the NEPCOAT list.

The primer color and the blasted steel shall be contrasting colors and the primer and intermediate color shall be contrasting colors. **The finish topcoat color shall be green and match the required Federal Standard 595B, color number 14272.**

506.03 Contractor Qualifications and Documentation

Prior to the beginning of the removal of the existing coating the Contractor shall have a pre job conference. This meeting shall be at least 2 weeks prior to start of work, and 2 weeks notice shall be given to the Department prior to the meeting. This meeting shall be coordinated with the Department's Resident. This meeting will be to discuss the procedures to be used for all lead abatement, the coating application, the inspection hold points, the responsibilities and documentation methods of each party involved, all safety methods to be used, contingency plans, and all other areas relating to the adequate completion of the painting of this Contract. Present at this pre job conference shall be all parties directly involved in the lead abatement, paint application, and inspection of this project including the Department, all Quality Assurance personnel, the contractor and/or subcontractors, all Quality Control personnel, coating technical representatives, and all other agencies who may have a direct impact on the completion of this project.

All contractors and subcontractors who shall be involved with the removal of lead based paint and the field application and touch up of the NEPCOAT Inorganic designated system shall have **SSPC-QP1 and QP2 certification** prior to bid opening and shall keep this certification current

throughout the duration of the Contract until final acceptance of the work. A copy of a valid current certification shall be transmitted with the Bid package.

All Documentation and Plan/Submittal reviewed by the Department will be in accordance with Section 105.7.3 of the Department's Supplemental Specifications and Supplemental Standard Details for Construction.

A) Quality Control Qualifications

The Contractor shall provide Quality Control personnel that have successfully completed National Association of Corrosion Engineers (NACE) inspection training and are NACE certified. If the Quality Control personnel the Contractor engages for the project, does not follow and enforce the approved Quality Control Plan, the Resident may require the Contractor to retain the services of an independent, third party certified NACE inspector for the remainder of the project, at no additional cost to the Department. **If the Resident determines that the Contractor's Q.C. is not performing the QC function properly the Resident will issue the Contractor a verbal warning. The second time the Resident finds the Contractor's QC not performing the QC function properly for the same reason, the Contractor will be given a written warning. The third time the Resident finds the QC not performing the QC function properly for the same reason, the Contractor will be required to retain the services of a third party NACE certified inspector, at no additional cost to the Department. If the Resident or the QA representative repeatedly finds the same items for re-work, that would be considered not performing the QC function.**

B) Quality Control Plan

The Contractor shall submit a Quality Control Plan (QC) for the Departments review at least 21 days prior to the beginning of any removal of paint. The Quality Control (QC) is the responsibility of the Contractor to ensure compliance with the Contract documents. Quality Assurance is the Department's prerogative to verify the Quality Control is being performed by the Contractor. The QC plan shall, at the minimum, include the names of all the Contractor's representatives on site, who shall be responsible for the inspection and the acceptance of the contractor's work prior to the Department's inspection. The plan shall also define hold points, submittal of daily work reports, coating/DFT reports and the process for rework. Inspection by the contractor's representative shall be incidental to the surface preparation. The contractor shall adhere to this QC Plan all times, violation of the QC Plan including the submittal of daily work reports and/or coating and DFT reports, may result in a **suspension of work**. If suspension is ordered, in writing, by the Department, work shall not resume until the Contractor provides a plan, which is acceptable to the Department, describing how compliance will be restored and maintained. A suspension resulting from the Contractor's failure to adhere to the QC Plan shall be at no cost to the Department and shall not be cause for a time extension.

C) Work Schedule

Shall be in conformance with Standard Specification Section 107.4.

D) Surface Preparation/Painting Plan.

The Contractor shall provide written procedures (preparation plan) for the surface preparation, the remediation of soluble salts, and coating application and repair. This plan shall include a description of the equipment that will be used for surface preparation and painting. This plan shall also include the surface preparation methods to be used in "sensitive areas": (e.g. structural steel in close proximity to utilities, etc.) If any of the areas that are determined to be sensitive by the Department, receive damage due to improper surface preparation methods, the Contractor will be responsible for all damage. The Contractor shall receive approval from the Department before performing any removal methods when working in "sensitive areas" (areas near utilities, etc.).

This plan shall also identify the methods of protection or work isolation procedures that will be followed to protect surrounding structures, equipment, utility cables, etc. and property from exposure to surface preparation and paint debris. The Contractor is responsible for any damage caused by surface preparation.

The plan shall identify the type and brand name of the abrasive proposed for use, and provide Material Safety Data (MSD) sheets.

The Contractor shall submit documentation that the complete coating system meets the specified NEPCOAT Standard and a Certificate of Compliance for the paint material.

E) Containment Plan.

The Contractor shall provide the following information to the Department for review and acceptance prior to the erection of the containment system. The erection containment enclosure(s), or conducting any paint disturbance activities, shall not begin until Department review has been provided. **All surface preparation and painting shall be performed in the approved containment system, conforming to the latest SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Operations, for Blast Cleaning, Table A, Class 1A. The floor of the containment shall meet A1-Rigid and as a minimum, the walls shall meet A2-Flexible.** The Contractor is responsible for ensuring the containment meets all OSHA, Federal and State regulations. Throughout the entire project, work shall only be conducted within approved containment enclosures. **The proposal shall be sufficiently detailed to show conformance with the requirements of SSPC Guide 6 , Class 1A containment specifications. The Containment Plan shall also describe in detail the Contractors methods of protecting the existing utilities, etc. All cables shall be protected, such that no damage is done to the cables or equipment, etc.. The Contractor shall be responsible for all damage incurred.** The Containment Plan shall include at a minimum the following information and requirements:

Detailed drawings and structural analysis shall be prepared and stamped by a Professional Engineer licensed in the State of Maine.

The Contractor shall submit detailed calculations stamped by a Professional Engineer registered in the State of Maine showing the proposed paint containment system (enclosures, work

platforms, collected waste product, equipment, etc.) will not produce stresses in any bridge members exceeding the allowable stresses as specified in AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications 1998 and interim specifications through 2003 or AASHTO Standard Specifications for Highway Bridges 1996, and all supplementals thereto. An H 15-44 loading shall be used for the live load.

The Contractor shall be responsible for determining the appropriate design wind speed, (as recommended by AASHTO), for the containment enclosure(s). If wind speeds exceed the design wind speed, the Contractor shall immediately suspend use of and make provisions to properly relieve the containment wind loading. The process for relieving the wind loading shall not release any of the lead paint waste. The Contractor may redesign the containment enclosure(s) or suspend operations until the actual wind speeds fall to levels below the design wind speed. The cost of all wind monitoring shall be incidental to the contract items. Any release of pollutants from the containment enclosure(s) to the surrounding environment due to containment failure, requires the immediate suspension of work. Prior to resuming work, the Contractor shall take appropriate action to abate the discharge and obtain the Department's concurrence on a plan of action to prevent reoccurrence. The cost of all delays, clean up, modification of containment structure and process, to prevent reoccurrence shall be borne by the Contractor. Any delays due to the suspension of work due to high winds or containment failure as described above shall not relieve the Contractor from completing the work on time.

A plan for staging, installing, moving, and removing the containment, and the methods of attachment that will be used is required for approval. Attachment points to main framing members only (Main Girders, Floorbeams, truss members may be allowed with prior approval from the Resident) will be allowed. The plan shall include the methods of access that will be provided to work areas inside containment, locations of safety lines, and locations of containment entryways, etc..

Detailed plans for lighting the inside of the containment for surface preparation, painting, and inspection shall be included for approval by the Resident.

Detailed plans for maintaining the environmental conditions required during coating application shall be required for approval by the Resident.

Detailed plans for the collection and removal of accidental spills or discharges shall be included for approval by the Resident..

Technical data sheets, specification sheets, any other information needed to thoroughly describe the containment plan, materials, and containment and ventilation equipment proposed for use shall also be included for approval by the Resident..

E) Environmental Protection Plan.

Thirty days prior to the initiation of on site work, the Contractor shall submit to the Department for review and comment an Environmental Protection Plan which establishes programs for the monitoring activities that will be undertaken on the project. This plan shall include the following:

Regulated Area Monitoring and Maintenance. A written program for establishing and maintaining regulated areas around activities which could generate airborne emissions of lead or other toxic metals.

High Volume Ambient Air Monitoring. The Contractor shall contract with an independent environmental monitoring firm to conduct high volume ambient air monitoring to assure compliance with this Item, National Ambient Air Quality Standards (NAAQS), and any applicable City or County regulations. The Contractor shall have the monitoring begin at least 24 hours prior to any abrasive blasting, for a baseline. Procedures for the monitoring which confirm that the monitoring equipment is properly calibrated, sited, and operated; filters are properly handled and transported; the laboratory analysis is performed correctly; and that all monitoring, calculations, documentation, and forms will be provided directly to the Department by the monitoring firm, with copies to the Contractor. Prior to any sampling, the Contractor shall clearly identify proposed monitor locations, including what corrective action will be implemented immediately in the event of unacceptable results.

Ground (Soil) Evaluations. A written program for inspection of the ground and soil prior to commencement of the project and upon completion to assure that the ground is not impacted by project activities. The Contractor shall contract with an independent environmental monitoring firm to conduct sampling and analysis of the soil to determine whether it has been impacted by project activities. All monitoring, calculations, documentation, and forms will be provided directly to the Resident by the monitoring firm, with copies to the Contractor. Clearly identify proposed sampling locations. Identify the corrective action that will be taken in the event of unacceptable results.

Water/Sediment Evaluations. A written program for visual inspection of the water and sediment along the river bank prior to commencement of the project and upon completion to assure that the water and sediment along the river bank are not impacted by project activities.

Remediation of Ground (Soil), Water, and Sediment. Include provisions in the Plan that in the event post-project inspection, sampling or analysis show unacceptable results, the Contractor will undertake the necessary clean up or remediation of the ground (soil), water, and sediment along the river bank as appropriate as to satisfy all necessary regulatory agencies. Any clean up measures shall be at no additional cost to the Department.

Final Cleaning/Clearance Evaluations. A written program identifying the procedures and methods that will be used to conduct and document final project clean up, and final visual cleanliness inspections and evaluations. This process is to assure that the project area and surrounding equipment, structures, soil, water, and sediment along the river bank have not been negatively impacted by project activities.

Laboratory Qualifications. Provide the name of the laboratory and/or firm, that will be used for regulated area exposure monitoring, worker protection, high volume ambient air monitoring and/or soils sampling and analysis, as required. Provide documentation that this firm is American Industrial Hygiene Association (AIHA) accredited for metals analysis, and has successfully participated (previous 12 months at a minimum) in the AIHA ELPAT program.

Worker Protection Compliance Program. A written project-specific compliance program, prepared under the direction of, and signed and sealed by, a Certified Industrial Hygienist (CIH), for the protection of workers from lead, in accordance with 29 CFR 1926.62, and other toxic metals in the paint. Include the name, experience, and qualifications of the competent person who will be making routine inspections of project activities to ensure compliance with the program. If Subcontractors are operating under a separate program, include the program with the submittals.

506.1703 Shop Surface Preparation.

All new steel shall be cleaned in accordance with SSPC-SP 10.

506.04 Surface Preparation.

All lead abatement shall be in compliance with current OSHA 1926 Lead Health and Safety Standards, Federal, State and local regulations.

Chloride and ferrous salts should be expected to be present, especially at corrosion sites. Before surfaces can be painted, these salts must be reduced to acceptable levels.

The contractor must verify that residual soluble salts across the entire bridge are at a surface cleanliness condition of SC-2, or better, in accordance with SSPC-SP12, as determined by the KTA SCAT Kit, Chlor-Rid Test or approved equal.

The Contractor shall describe the proposed method(s) of soluble salt remediation, and other contamination in the Surface Preparation/Painting Plan.

The Contractor shall test for soluble salts at a minimum of five locations per area of containment enclosure used for each days blast production area. Test locations are to be determined and witnessed by the Department. If unacceptable levels of soluble salt remain, steam clean the affected areas until acceptable results are achieved. All testing/retesting shall be incidental to the Surface Preparation and shall be at no additional cost to the Department and shall not be cause for a time extension.

All grease, oil and other foreign matter must be removed in accordance with SSPC SP 1, Steam Cleaning, prior to any paint removal.

The abrasive mix used for blast cleaning shall be properly sized to produce an angular anchor profile 25-75 microns (1-3 mils) in depth as measured in accordance with ASTM Standard D4417 Method C (replica tape) and ASTM Standard D4417A (angularity profile). All surfaces coated by the Contractor shall be protected from blast cleaning operations.

A) Pre-Production Surface Preparation Test Section.

Prior to proceeding with production surface preparation operations, using the same equipment, materials and procedures that will be used for the length of the project, prepare a minimum of one test section at least 1 square meter in size to the specified degree of cleaning (SSPC-SP10). Conduct the cleaning in a location approved by the Department.

SSPC-VIS 1 photographic standards as applicable will be used by the Department to determine the level of cleanliness achieved. Do not proceed with production surface preparation activities until the Department agrees that the test section conforms to the cleanliness requirements of this Item. The agreed upon test area shall be masked off and left unpainted until the completion of the project, to be used for calibration of gauges by both MDOT and contractors personnel. A desiccant filled masking paper shall be used, all at no additional cost to the Department.

The Department will take site-specific photographs of the approved SSPC SP-10 test section for use on the project. Use the site-specific photographs of the approved test sections together with SSPC-Vis 1 and the written surface preparation specifications as the standards of cleaning for the project. If all parties agree, the site-specific photographs may be used in place of SSPC-Vis 1. In the event of a conflict between the site-specific photographs, SSPC-Vis 1, and the written definitions, the written definitions will prevail.

B) Removal of Existing Debris.

Remove and properly dispose of accumulated winter sand/salt, bird droppings, dirt, grease, and debris from all areas to be prepared and painted prior to undertaking any paint removal or surface preparation operations. All grease, oil and other foreign matter must be removed, prior to any paint removal.

C) Sharp Edges and Steel Defects

All fins, tears, slivers, scabs, laminations, etc., that are present on any steel member, or that become apparent during the blasting operation, shall be removed by grinding and the area shall then be reblasted to the specified profile. Immediately report to the Department any cracks or significant metal loss found in the structural steel.

D) Removal of Pack Rust

Remove all rust scale on any surface and loose pack rust that has formed between structural members. Remove tight pack rust until the highest point is a minimum of 3 mm (1/8 inch) below the surface of the surrounding steel. Pay particular attention to the crevice areas at steel connection points.

Exercise extreme care to avoid any nicking or gouging of the steel during rust removal. Nicks and gouges are cause for a suspension of activities until appropriate adjustments are made to prevent a reoccurrence. Damage to steel shall be repaired by the Contractor as approved by and at no cost to the Department and no additional time will be added.

E) Compressed Air Cleanliness

Provide compressed air that is free from moisture and oil contamination. Conduct a white blotter test in accordance with ASTM D 4285 to verify the cleanliness of the compressed air. Conduct the test at least once per shift for each compressor system. Sufficient freedom from oil and moisture is confirmed if soiling or discoloration are not visible on the paper.

If air contamination is evidenced , suspend operations and make adjustments as necessary to achieve clean, dry air.

506.05 Mixing. The coating shall be thoroughly mixed according to the manufacturer's recommendation. Thinning, if necessary shall be per manufacturers recommendations.

506.06 Conditions for Coating. All coating shall be applied and cured in accordance with the manufacturers recommendations.

506.07 Paint Application.

Caulking is required to seal all gaps between abutting surfaces over 3 mm (1/8 inch) wide and areas of pack rust that cannot be removed, as directed by the Department. When the use of caulking is required the Contractor shall provide the name, generic type, technical data sheets, and application instructions for the material to the Department, and shall receive concurrence from the coating supplier that the caulking is compatible for use with the coating.

After the structural steel members have been prepared to the required surface preparation standard, all edges, nuts, bolt heads, ends of bolts, and corners shall be striped by brush painting with the primer coat. **Spray striping will only be allowed, if the Contractor provides contrasting primer colors at no additonal cost to the Department, one for the spray striping and one for the primer coat.** Coating material used for striping shall not exceed the coating manufacturers maximum recommended thinner amount. After this stripe coat has been accepted by the QA representative, the Contractor shall apply the full primer coat to all areas of the existing steel that had been prepared and cleaned. The primer coat, strip coat and intermediate

coat shall be contrasting colors, at no additional cost to the Department. The application of the intermediate and topcoat shall not commence until the preceding coats are thoroughly dry, or per manufacturer recommendations. Dry film thickness measurements shall be taken between each coat and after the final coat and the D.F.T.'s of each coat recorded, in accordance with the Steel Structures Painting Council, Paint Application #2 (SSPC PA-2). The dry film thickness of the each coat, primer to topcoat, shall be between the minimum and maximum manufacturer's recommendations. Any coat in excess of the maximum value per the manufacturer's recommended values shall be remedied to an acceptable condition at no additional cost to the Department, by methods acceptable to the manufacturer, and the Department.

Each coat of paint shall be applied in a neat and workmanlike manner. All coating shall take place inside the approved containment. The coating shall be applied smoothly and uniformly without film defects, in conformance with these specifications and applicable provisions of SSPC PA-1 and SSPC PA-2.

Skips, thin areas or other deficiencies shall be corrected before each succeeding coat is applied. The surface of the paint receiving additional coating shall be free from dust, grease, oil or any other contaminant which would prevent bonding.

In no case shall the succeeding coat be applied before the previous coat has dried throughout the full thickness of the paint film.

Brushes, when used shall be of good quality so as not to leave bristles in the coating and have sufficient body and length of bristle to spread the coating in a uniform flow.

Rollers, when used, shall be of a type which will not leave a stippled texture or roller particles on the coated surface.

Coating, when applied with spray equipment shall be immediately followed by brushing when necessary, to eliminate runs, sags and other film defects.

The Contractor shall provide access and railing in compliance with OSHA standards for representatives of the Department to all work locations where cleaning or coating application may be in progress, for the purpose of inspection. The Contractor is responsible for providing adequate lighting for inspection purposes, at no additional cost to the Department.

If the coating is determined to be unsatisfactory, the structural steel shall be re-cleaned by the required specified method for that area and recoated with the required number of coats, at the Contractors expense.

Any damaged surfaces or surfaces with defects (runs, sags, skips, etc.) that are beyond the repair of the manufacturers recommendations shall be re-blasted to an SSPC-SP10 , cleaned and redone to the specified condition.

506.08 Samples for Testing

The Department will randomly determine when the Contractor is to sample the coating material and have the coating material analyzed by an independent certified coating laboratory. This shall be at no additional cost to the Department. If the material fails the independent lab analysis, the contractor shall remove and replace the coating to the specified conditions at no additional cost to the Department.

506.09 Protective Measures.

During surface preparation and field painting of the existing structural steel, the Contractor shall provide adequate safety measures for the protection of the public and surrounding area, against damage due to paint drippings, paint spatter, over-spray, falling objects, etc. The Contractor is fully responsible for property damage or personal injury which may result from operations incidental to surface preparation of the structural steel and the field application of the coating system. The coating system shall be protected at all times during application and curing to prevent contamination caused by construction or traffic activities.

No coating material shall be stored on the bridge structure, or under the bridge structure.

506.10 Inspections.

The Department will conduct Quality Assurance inspections for all phases of the work to verify that the Quality Control effort has produced work that meets the Specifications.

Inspection of the work shall include the minimum hold points:

Any time the minimum ambient conditions of surfaces to be five degrees above the dew point and the relative humidity is less than 85 percent shall be considered a hold point and :

- 1) Prior to start of work
- 2) Immediately following surface preparation
- 3) Immediately prior to application of the first coat
- 4) Prior to application of additional coats
- 5) After final coat is applied and cured.

The Contractor shall facilitate the inspection as required, allowing ample notice of inspections (minimum of ½ hour notice), adequate time for inspections, and providing access to the work together with all necessary safety equipment needed by the Department to perform the inspections. The Contractor shall furnish and maintain, in proper working order, all equipment and instruments that are necessary to inspect all phases of the work.

The Contractor shall provide all of the inspection and testing equipment needed to verify the quality of the entire surface preparation and coating process, including mirrors to inspect hard to reach areas. This equipment shall be made available for use by the Department at all times. All equipment shall be properly maintained and kept in working order by the Contractor.

506.11 Waste Management.

The Contractor shall collect, store and dispose of all hazardous, special and solid waste in compliance with relevant Federal, State and local laws and requirements. The procedures used for management and disposal of lead paint and related waste shall conform to the latest requirements of Steel Structures Painting Council Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris. The Contractor shall have a copy of this guide available on site at all times. The Contractor shall also have a copy of the Maine Department of Environmental Protection's (DEP's) Handbook for Hazardous Waste Generators and a copy of the State of Maine Hazardous Waste Management Rules, 06-096 CMR Chapters 850-857, on site at all times. Thirty days prior to generating any waste, the Contractor shall submit their Waste Management Plan which shall include the Spill Prevention Control and Countermeasure Plan (SPCCP), to the Department for review and comment.

The Department has "Small Quantity Generator-Plus (SQG-Plus)" hazardous waste status for all hazardous waste activities associated with this Contract, as defined by DEP in the Handbook for Hazardous Waste Generators. Except for an accumulation limit and site specific identification number, all requirements associated with SQG-Plus status apply. Given the temporary nature of the work, DEP has excluded the SQG-Plus accumulation rate restriction and permanent identification number for these bridge maintenance efforts as long as all other SQG-Plus requirements are fully complied with.

All hazardous waste shall be stored in US DOT approved, 55-gallon, labeled, banded, sealed, drums in an approved locking structure (i.e.: lockable container box) which has firm, impervious, floor surface and secondary containment that is either 110% of the largest container or 20% of all containers, whichever is larger. All waste barrels must be labeled with the words "Hazardous Waste", the hazard (e.g., Toxic, flammable, etc.), the start date, full date, site location and generator information. The lockable container must be labeled "Danger-Unauthorized Personnel Keep Out" and shall be locked at all times when not being accessed. No more than three, 55-gallon drums of hazardous waste, not to exceed a maximum total weight of 1,320 pounds, may be stored at the site at any time. The waste storage locker must be inspected each operating day and a log must be maintained by the Contractor, and provided to the Department at the end of the project. The Contractor shall store all hazardous waste, in conformance with all other DEP and Federal Rules, including Chapter 851, Section 13, Part C(7)(i) and 40 CFR 2674.14. Hazardous wastes are limited to an on-site storage time of 180 days following the filling of a drum.

The Contractor shall test paint debris to determine the degree of lead and/or chromium hazard for disposal at a licensed Treatment/Storage/Disposal (TSD) Facility. A minimum of one composite sample representative of each waste type must be collected and tested for Toxicity Characteristic Leaching Procedure (TCLP) constituents, in accordance with the procedures outlined in EPA SW846 Method 1311. The Department must be notified at least one week in advance of the date of sampling activities and provided the proposed protocol for sample collection. The Department shall witness the sampling. Chain-of-custody must be adhered to for sample removal. Certified TCLP test results shall be provided to the Department upon receipt by the Contractor.

The Contractor shall inform the Department at least one week in advance of planned date(s) for removal of hazardous waste from the job site. The Department shall obtain a provisional Environmental Protection Agency Identification Number prior to shipping any hazardous waste for disposal. This provisional number must be used by the Contractor to ship hazardous waste off site. The Contractor shall secure an MDOT approved transporter (e.g., Enpro Services, Inc., or Environmental Products, Inc.) licensed by DEP for transportation of hazardous waste. Preparation of all necessary forms is the responsibility of the Contractor. The Hazardous Waste Manifest must be approved and signed by the Department. An eight part, pre-numbered Uniform Hazardous Waste Manifest (EPA Form 8700-22) shall be prepared when shipping hazardous waste. The appropriate original sheets of the multi-part hazardous waste manifest must be provided to the Department and must be sent to the Departments Supervisor of Waste Management, Motor Transport Division, State House Station #26, Augusta, Maine, 04330.

The Contractor shall select an MDOT approved disposal/treatment facility (Enpro Services, Inc. or Environmental Products, Inc.), as soon as the waste has been tested and the results are known. The Contractor shall also obtain approval for acceptance of the waste from the selected facility prior to transport.

Hazardous/special paint debris and other waste shall not be placed or accumulated on unprotected ground or released to waters of the State. Work areas shall be adequately shielded at all times to prevent dispersion of debris by wind or rain. All of the Contractor's equipment and storage areas used for the handling and storage of hazardous waste and hazardous materials shall have impervious tarps placed under them. Any evidence of improper storage and handling shall be cause for immediate suspension of work in progress, and work will not be allowed until corrective actions are taken. Emergency procedures to be taken in the event of a release of hazardous/special waste or hazardous matter to the environment shall be part of the Contractor's Spill Prevention, Control and Countermeasures Plan that is required as part of the Contractor's Waste Management Plan and by the Department's Supplemental Specifications and Supplemental Standard Details for Construction, Section 656.3.4, f. Spill Prevention.

The Contractor shall have Aid Agreements with the local fire department, police department, hospital and hazardous waste spill responder. Copies of these agreements shall be provided to the department prior to generating any waste, in conformance with the DEP Rules, Chapter 851, Section 13, Part C (7)(c)(ii) and 40 CFR 264.37.

Failure of the Contractor to comply with this section shall result in the following:

First finding of non conformity shall be a written warning which will include deadline for compliance.

Second finding of non conformity shall be documented in writing, and all operations by the Contractor, except those needed to restore compliance, will be immediately suspended, until full compliance has been restored.

Third and subsequent findings of non conformity will be documented in writing and all operations shall be immediately suspended, except those needed to restore compliance, until full compliance has been fully restored, and the Contractor assessed a penalty of \$10,000.00 per incident. If the Contractor fails to restore the project into compliance, additional fines shall be assessed.

All penalties assessed shall be in addition to any fines assessed by DEP/EPA for failing to comply to the Federal, State, or local regulations. The Contractor shall not be granted additional time for suspensions of work due to noncompliance.

506.12 Method of Measurement.

Surface Preparation of Existing Structural Steel shall be measured for payment as one lump sum, complete and accepted.

Field Painting of Existing Structural Steel shall be measured for payment as one lump sum, complete and accepted.

Containment and Pollution Control Measures shall be measured for payment as one lump sum, complete and accepted.

Disposal of Special Waste or Hazardous Waste materials shall be measured for payment as one lump sum.

506.13 Basis of Payment.

The accepted quantity of Surface Preparation of Existing Structural Steel will be paid at the respective contract lump sum price, which shall be full compensation for furnishing all materials, labor, tools, equipment, scaffolding, QC inspections, and any other incidentals necessary for the satisfactory performance of the work.

The accepted quantity of Field Painting of Existing Structural Steel will be paid at the contract lump sum price, which shall be full compensation for furnishing all material, labor, equipment, scaffolding and incidentals necessary for the satisfactory performance of the work.

Containment and pollution control will be paid for at the contract lump sum price, which price shall be compensation for furnishing all materials, labor, equipment, and incidentals necessary for the satisfactory performance of the work.

Disposal of Special Waste or Hazardous Waste materials will be paid at the contract lump sum price, which price shall be full compensation for all permits, tests, transportation, tipping fees and incidentals necessary for the satisfactory performance of the work.

Payment will be made under:

Pay Item	Pay Unit
506.144 Field Painting of Existing and New Structural Steel	Lump Sum
506.17 Surface Preparation of Existing Structural Steel	Lump Sum
506.1703 Shop Surface Preparation	Lump Sum
506.18 Containment and Pollution Control Measures	Lump Sum
506.191 Disposal of Special Waste or Hazardous Waste	Lump Sum